ORDINANCE NO: 67-2024

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM COORDINATED BY CYBEROHIO AND MADE AVAILABLE BY THE U.S. CYBERSECURITY AND INFRASTRUCTURE SECURITY AGENCY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") wishes to apply for the State and Local Cybersecurity Grant Program ("SLCGP") to improve the City's cybersecurity systems; and

WHEREAS, the SLCGP, which is coordinated statewide by CyberOhio and made available by the U.S. Cybersecurity and Infrastructure Security Agency ("CISA") and the Federal Emergency Management Agency ("FEMA"), was created to aid public entities in their defense against cyber threats; and

WHEREAS, applying political entities are eligible to receive an award totaling 80% of the cost of the selected cybersecurity projects, with a maximum of $20,000.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1.   The Mayor of his designee is hereby authorized and directed to do all things necessary to apply for and accept the SLCGP coordinated by CyberOhio and made available by CISA and FEMA.

SECTION 2.   The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1 hereof, said vouchers to be charged to the appropriate fund.

SECTION 3.   Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 9-9-2024

APPROVED: _____
                  MAYOR

ATTEST: _____
           CLERK OF COUNCIL

_____
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 9-9-2024

ORDINANCE NO.:   68-2024

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH CITIZENSERVE FOR A NEW BUILDING DEPARTMENT SOFTWARE PACKAGE, AND DECLARING AN EMERGENCY

WHEREAS, the Garfield Heights Building Department has been utilizing Smartgov building department software for approximately twelve (12) years; and

WHEREAS, during the past 12 years, new software has been developed that allows for increases in efficiency and practicality; and

WHEREAS, the Garfield Heights Building Department has reviewed possible software options and wishes to enter into an agreement with Citizenserve for the implementation and maintenance of new building software, as well as the training of City employees; and

WHEREAS, the total cost of this package is approximately $50,300; and

WHEREAS, the City wishes to utilize $49,000.00 in grant funding (grant award letter attached hereto as Exhibit A and included as if fully written within) provided to the City through the First Suburbs Consortium for this software transition; and

WHEREAS, once the City purchases the software and provides verification to the First Suburbs Consortium, the City will be reimbursed in the amount of $49,000.00; accordingly, the total cost of this project to the City will be approximately $1,300.00.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1.   The Mayor, or his designee, is hereby authorized and directed to enter into an agreement with Citizenserve (attached hereto as Exhibit B and included as if fully written within) for the aforementioned purposes at a cost not to exceed $51,000.00.

SECTION 2.   The Finance Director, or her designee, is hereby authorized and directed to do all things necessary to submit the aforementioned information to the First Suburbs Consortium to receive reimbursement for $49,000.00 (Exhibit A).

SECTION 3.   The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 4.   Council declares this Ordinance to be an emergency measure necessary for the immediate preservation and protection of the public peace, health, safety, and general welfare of the inhabitants of the City of Garfield Heights and shall take effect and be in full force immediately upon its adoption by this Council and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _9-9-2024_

APPROVED: _Matt A. Bl_
MAYOR

ATTEST: _Lottie Overly_
CLERK OF COUNCIL

Amy Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: _9-9-2024_

Garfield Heights
YOUR GATEWAY TO OPPORTUNITY

FISCAL OFFICER'S CERTIFICATION

Date: September 9, 2024

Ordinance 68-2024

It is hereby certified that the amount, or estimated amount, identified as follows:

Not to exceed $51,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:
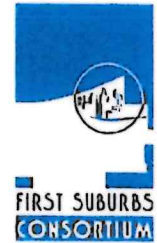
#101 – General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro
_____
Fiscal Officer/Finance Director

City of Garfield Heights
Mayor Matthew Burke
5407 Turney Road
Garfield Heights, OH 44125

September 4, 2024

Dear Mayor Burke,

It has been my pleasure to work with Tylon Hilt and Janice Tubbs to provide assistance as the City of Garfield Heights considered a code enforcement software change. Back in 2017, First Suburbs began an effort to identify a software system to improve the building, zoning, permitting, and licensing processes of the First Suburbs building and housing departments.

Six communities took the initial step and began implementing Citizenserve which provides an online portal for property owners, contractors, and businesses to apply for permits, schedule inspections and submit plans for review 24 hours a day seven days a week. Our inspectors are using tablets in the field and can immediately email inspection reports. We also have automated data and information exchanges to and from Cuyahoga County and our building departments. We were grateful for the County's grant funding at that time that allowed for those six communities' first year's cost to be fully covered. Since then, we have grown the effort to ten participating communities.

Cuyahoga County has once again made grant funding (through their real estate assessment funding) available to First Suburbs to provide communities with their first-year subscription and integration costs. I am pleased to award the City of Garfield Heights $49,000 to cover nearly all of your first-year fees as a reimbursement grant. Once the service agreement with Citizenserve is signed and your payment has been made, please send me documentation of both and I will process the reimbursement to Garfield Heights up to $49,000. Should Garfield Heights accept the award and not complete the implementation or launch the system within one year, those granted funds must be returned so they may be made available to another community. If you accept these terms, please countersign, and return this award notification.

I am available should you have any questions or need any additional information.

Sincerely,

Jennifer Kuzma
Director

Accepted By: _____   9/9/2024
                          Signature   Date

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Order Form - 08/08/2024

Account Name: Garfield Heights, Ohio

Contact Information:

Tylon Hillt
Garfield Heights
5407 Turney Road
Garfield Heights, OH 44125
thilt@garfieldhts.org

Billing Information:

Contract Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 09/01/2024
Service Term Ends: 07/31/2025

Components to be Implemented

☑ Code Enforcement
☑ Permitting
☑ Online Portal

Fees:

11 User Subscriptions		$1,800.00 per named user per year	$19,800.00
Project Management, Training, and Implementation		$1,500.00 per user	$16,500.00
Data Migrations		MSAccess (CE)	$7,000.00
		SmartGov (BP)	$7,000.00
Integrations and Services		Standard FSC GIS Integration	$0.00
		Payment Processor (From Appendix A)	$0.00

Total 1st Year Fees	**$50,300.00**
Each Additional Year Fees	**$19,800.00**

<u>I authorize Online Solutions, LLC to invoice as per the above information.</u>

Online Solutions:

_____
Authorized Signature

_____
Print or Type Name of Signatory

_____
Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Customer:

_____
Authorized Signature

Matthew A. Burke   Mayor
Print or Type Name of Signatory

_____
Execution Date

Address:
Garfield Heights, Ohio
5407 Turney Road
Garfield Heights, OH 44125

citizenserve

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Garfield Heights, Ohio ("Customer") with its principal place of business at , is made effective as of 09/01/2024 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

The subscription will begin on the date specified in the order form, which is the date Citizenserve will begin providing services. On this date Citizenserve's responsibilities begin regarding providing support services, infrastructure, backing up data, security, and performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. Citizenserve and Customer agree that they will work collectively, as described in the Citizenserve Statement of Work, on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customer's implementation objectives.

2. OWNERSHIP:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership, nor any other rights in or to the software, service, and related documentation. All title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. DATA MIGRATION:

For implementations requiring the migration of legacy data, Citizenserve staff will perform the data migration by module /function. The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is critical that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

4. SERVICE LEVELS:

Citizenserve will use commercially reasonable efforts to back up and keep the Service and Authorized Website(s) in operation, consistent with applicable industry standards, and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. ADDITION OF NEW USERS

New users added by Customer before the renewal date will be prorated to the term of the subscription at the current subscription rate. Setup costs may be applied for each new user.

Customer must notify Citizenserve of any user additions that result in a user count that is higher than Customer's subscription. If Customer adds new users and goes over the number of users specified in their subscription, Citizenserve will invoice Customer for any users above this user count. Setup costs may be applied for each new user.

6. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the Citizenserve Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. Citizenserve may terminate services if payments are not received by Citizenserve as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement. Citizenserve will provide Customer with an electronic copy of all of Customer's data, if requested. Provisions of this Agreement regarding Ownership, Liability, Confidentiality, and Miscellaneous will continue to survive.

7. NO THIRD-PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights, or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this agreement.

8. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms, and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to: all information, knowledge, or data not generally available to the public that is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenserve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or having unauthorized access to the Services. Citizenserve will use reasonable efforts to ensure that any Citizenserve contractors maintain the confidentiality of proprietary materials and information.

10. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Citizenserve may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

11 ACCEPTANCE:

Authorized representatives of Customer and Citizenserve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

CITIZENSERVE STATEMENT OF WORK

This Statement of Work (SOW) defines the services and deliverables that Citizenserve provide Customer. All services will be conducted remotely.

Implementation Method. Citizenserve will use an agile methodology to engage in the implementation.

Completion of the Setup Checklist. The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citizenserve team members. The Citizenserve implementation manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve implementation manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the implementation manager. The Citizenserve implementation manager will familiarize the Customer's team members on Citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with Citizenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Migration. Citizenserve staff will perform the data migration by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be migrated, Citizenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citizenserve.

The Customer's team members will review and test the migrated data and provide written feedback on any errors or required changes; updates will be made to the migration script as needed. It is **critical** that the Customer's team put in the time and effort to thoroughly review the data migration and identify any issues before go live so that corrections can be made to the migration script. The data migration import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase. Once the data migration script has been run in production for go live, no additional changes can be made to the migrated data.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing. Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

After go live, users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within one hour; urgent requests receive a response within 15 minutes.

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Appendix A - Citizenserve existing payment processors

ACI Universal
Authorize.net
Hancock Whitney Transactis BIQ SHO Version 7.0
Bluefin PayConex
City Hall Systems Secure Pay eCart API
Civitek WPS Paynow
Convergys
CyberSource Simple Order API
CyberSource REST API
EGov Strategies LLC Rest API
HP ETS Money Ver 3.0
Forte Web Services V3
GovPayNet
Government Window
Heartland Bolletta Pay
Heartland Secure Pay
InvoiceCloud Web Services V2
JetPay Magic Rest API
Kubra EZ pay
Openedge hostpay ver#1
HP Paybill web services v4.0
First Billing Payeezy ver1.1
PayExpress Pay
Paya Payconnect
PaymentUS
Paypal
PayFlow Pro
Point and Pay
PlugnPay
Payment Services Network PSN Auto Auth API
NIC Inc. CCP (Common Checkout Page) API
Unibank RTI v2.0 (unibank)
Value Payment Systems REST API
XPRESS BILLPAY REST API

Integration with payment processor not on this list will incur a onetime integration charge.

citizenserve

RESOLUTION NO.:   24-2024

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL AS A WHOLE

A RESOLUTION OF SUPPORT BY THE MAYOR AND
COUNCIL OF THE CITY OF GARFIELD HEIGHTS FOR THE
REPLACEMENT OF THE CUYAHOGA COUNTY
CIGARETTE TAX FOR ARTS AND CULTURE

WHEREAS, Cuyahoga County's arts and culture nonprofit sector supports thousands of jobs and results in hundreds of millions of dollars of annual economic activity; and

WHEREAS, Cuyahoga County's nonprofit arts and culture organizations support and enrich education programs for children throughout our county; and

WHEREAS, Cuyahoga County's arts and culture strengthens our neighborhoods, attracts visitor to our region, and enhances our quality of life; and

WHEREAS, Cuyahoga County voters passed a small tax on cigarettes in 2006 and a renewal of that tax in 2015 which dedicates public funding to support nonprofit arts and culture organizations and initiatives in Cuyahoga County; and

WHEREAS, the proceeds from this cigarette tax have touched nearly every community in our county through the funding of more than 485 arts, cultural, educational, and community organizations at more than 2,300 locations; and

WHEREAS, the revenues from the tax have declined by 50% since its inception; and

WHEREAS, a replacement of this tax is needed and will be placed before Cuyahoga County voters in the November 2024 General Election; and

WHEREAS, Cuyahoga County's ability to sustain and further develop its arts and culture sector will be placed at risk without the replacement of this cigarette tax as a dedicated funding source.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1.   The Mayor and Council of the City of Garfield Heights, Ohio hereby endorses the passage by voters in the November 2024 General Election of a replacement of Cuyahoga County's excise tax on tobacco products for the purpose of funding arts and culture.

SECTION 2.   The Mayor and Council of the City of Garfield Heights ask the residents Garfield heights and the other residents of Cuyahoga County to join its members in supporting the passage of the expansion of Cuyahoga County's excise tax on tobacco products for the purpose of funding nonprofit arts and culture organizations.

SECTION 3.   The Clerk of Council is hereby authorized and directed to transmit a copy of this Resolution to the local news media.

PASSED: 9-9-2024

APPROVED: _____
MAYOR

ATTEST: _____
CLERK OF COUNCIL

_____
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 10-9-2024